62-3/2023

DOO PUT-INVEST NOVI SAD
Broj: 204/1
Datum: 08.04.2024.

Contract NO. 2024-ERGS-XSTL-LW-023

Subcontract for Asphalt Work for Overpass Km147+137

Km147+137 桥梁沥青作业分包合同

CONTRACTOR: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

SUBCONTRACTOR: DOO PUT-INVEST NOVI SAD

Subcontract for Asphalt Work for Overpass Km147+137

Closed on _____.2024. in Subotica between the contracting parties:
1. SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong (CONTRACTOR)

And

2. DOO PUT-INVEST NOVI SAD, MB: 08677212, PIB: 100398303, Georgija Kneževića 3, 21000, Novi Sad. Represented by Dragana Pajčin and Gordana Bulatović (SUBCONTRACTOR)

Introductory provisions:
I. On the basis of the relevant laws of Serbia, in line with the principles of equality, voluntariness, fairness, and good faith, In order to complete the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia Section Novi Sad-Subotica-State Border (Kelebija) Civil and Track Engineering NS-II with high quality, high efficiency and smoothly, CONTRACTOR entrusts SUBCONTRACTOR to carry out the Construction of asphalt pavement for Overpass Km147+137, and the following agreements are reached after mutual agreement:

Subject of the agreement
Article 1.
The subcontractor undertakes to carry out work on the construction site described in point I of the introductory provisions,
The specific work includes to the preparation and submission of method statement and related technical documents, recording construction logs, transportation, mixing, paving and compaction of asphalt mixture; test work after completion of paving, as well as the relevant works necessary to complete asphalt paving in accordance with design, technical specifications and relevant professional regulations.

The price
Article 2.
The Contractor undertakes to pay the Subcontractor for the performed works from Article 1 of this Agreement according to the Unit prices from the Priced Bills of quantity in the Appendix 1, which estimated total amounts to EUR 58,995.03.
The price does not include VAT, which will be calculated in accordance with binding legal provisions.

Km147+137 桥梁沥青作业分包合同

合同方 2024 年 _____月_____日在苏博蒂察签订：
1. 山东路桥集团有限公司塞尔维亚分公司，MB：29508739，PIB：112302292，中塞友谊广场 4 号, 11070 Novi Beograd。 代表人：王勇（承包商）

和
2. DOO PUT-INVEST NOVI SAD, MB: 08677212, PIB: 100398303, Georgija Kneževića 3, 21000, Novi Sad. 代表人：Dragana Pajčin and Gordana Bulatović（分包商）

介绍性条款：
I. 根据塞尔维亚相关法律，本着平等、自愿、公平、诚实信用的原则，为优质、高效、顺利完成塞尔维亚共和国境内匈塞铁路现代化改造项目 诺维萨德-苏博蒂察-国境（Kelebija）土木及轨道工程 NS-II 段，承包商委托分包商实施 Km147+137 桥梁沥青摊铺施工，经双方协商一致，达成如下协议：

协议主题
第 1 条
分包商承诺在介绍性条款第一点所述的施工现场进行工作，
具体工作包括施工方案及相关技术文件的编制和提交、记录施工日志、沥青混合料运输、拌和、摊铺及压实；摊铺完成后的试验检测工作,以及按照设计、技术规范和相关专业规定实施沥青摊铺的相关必要的工作。

价格
第 2 条
承包商承诺根据附件 1 已标价工程量清单中的各个单价向分包商支付本协议第 1 条中已完成的工程的费用，预估金额为 58,995.03 欧元
该价格不包含增值税，增值税将根据具有约束力的法律规定计算。

The total value of the works will be determined on the basis of the actually performed works, registered and proven through the construction book, with the application of unit prices from Priced Bills of quantity in the Appendix 1, with the consent of the Contractor.

工程总价值将根据实际完成的工程确定，并通过施工手册记录和证明，采用承包商已同意的附件 1 已标价工程量清单中的单价。

Contractor and his person who will supervise the works shall approve/modify necessary documents such as the measurement book, situations (including the supporting documents of completed work) within 7 days after Contractor receiving the documents submitted by Subcontractor otherwise, it will be considered approved upon expiry of the deadline.

承包商及其管理人员应在承包商收到分包商提交的文件后 7 天内批准/修改施工书、IPC（包括已完成工程的证明文件）等必要文件，否则，逾期即视为批准。

The subcontractor is obliged to perform all possible additional works at the agreed unit prices, with the consent of the Contractor.

经承包商同意，分包商有义务按照商定的单价实施所有可能的额外工程。

If there is a need to perform additional works that are not the subject of this contract (subsequent and unforeseen works), the contracting parties will define their performance in an annex to the contract.

如果需要执行不属于本合同主题的额外工作（后续和不可预见的工作），合同方方将在合同附件中定义其执行情况。

Method of payment
Article 3.

付款方式
第 3 条

The total value of the works under this Agreement will be paid to the Subcontractor by the Contractor as follows:

本协议项下工程的总价值将由承包商支付给分包商，具体如下：

1. For temporary and final situations, within 14 days from the date of submitted electronic invoice of each temporary or completed situation and a certified construction book for that situation.

1. 对于结算，自提交每次结算的电子发票以及该结算文件的经过签认的施工书之日起 14 天内。

2. Payment shall be made in dinar (RSD) at the middle exchange rate of the National Bank of Serbia on the date of invoice issued.

2. 款项按照分包商发票开具之日塞尔维亚国家银行的中间汇率以第纳尔(rsd)支付

Means of security for the good performance of the work
Article 4.

良好工作表现的保障手段
第 4 条

Deleted.

已删除。

Deadline of execution of works
Article 5.

工作执行期限
第 5 条

The subcontractor is obliged to complete all asphalt paving of the Km147+137 bridge within 3 days provided that the weather conditions are suitable for the performance of asphalt works according to standard.

在天气条件适合按标准进行沥青工程的情况下，分包商有义务在 3 天内完成 Km147+137 大桥的全部沥青路面。

Any delay or suspension of works without the fault of Subcontractor proportionally extends the deadline for the completion of the works.

非分包商过错的任何工程延误或暂停都会按比例延长工程完成的期限。

The contractor is obliged to promptly provide barrier-free access road and space for subcontractors to organize the construction and carry out the contracted works.

承包商有义务及时为分包商提供无障碍通道和场地，以便其组织施工和实施承包工程。

Article 6.

If the subcontractor fails to start work within the agreed period without justifiable reasons or if the subcontractor stops work or abandons further work, the contractor has the right to entrust the remaining work to another subcontractor.

第 6 条

如果分包商因无正当理由未在约定期限内开工或者分包商停止工作或放弃进一步的工作，承包商有权将剩余工作委托给另一分包商。

Obligations of the Subcontractor

Article 7.

The subcontractor undertakes to:

分包商的义务

第 7 条

分包商承诺：

1. to keep the construction site documentation: Construction diary, Construction book, Inspection book and other construction site documentation;

1. 保存施工现场文件：施工日记、施工簿、检查书等施工现场文件；

2. to perform the Works in accordance with the best standards in practice and generally accepted technical requirements, the completed works shall meet the design requirements;

2. 按照实践中的最佳标准和普遍接受的技术要求实施工程，已完成工作应符合设计要求

3. to perform all Works in accordance with all existing and future legal provisions, including occupational safety, health protection and environmental protection;

3. 根据所有现有和未来的法律规定执行所有工程，包括职业安全、健康保护和环境保护；

4. to provide at its own expense for all working machinery, materials, labor and tools used for the execution of the works for asphalt paving;

4. 自费提供用于实施沥青摊铺工程的所有工作机械、材料、劳动力和工具；

5. to make sure that the machines, equipment and other items that will be used to perform the Works are of top quality, functional, without any defects;

5. 确保用于实施工程的机器、设备和其他物品质量优良、功能齐全、无任何缺陷；

6. to remove all tools, equipment, machines, surplus materials, waste and garbage from the construction site after handing over the works;

6、工程移交后，清除施工现场的所有工具、设备、机器、剩余材料、废物和垃圾；

7. to provide security for good performance in accordance with this Agreement;

7、根据本协议提供良好履约担保；

8. to bear all costs related to his employees, who are engaged in performing the works in question;

8、承担与其从事相关工作的雇员有关的所有费用；

9. to eliminate defects caused by abnormal wear and tear during the warranty period at its own expense;

9、自费消除保修期内出现的非正常磨损造成的缺陷；

10. to collect and remove all own waste on the construction site remaining after the completion of the contracted works.

10. 收集并清除承包工程结束后施工现场剩余的所有自有废物。

11. The subcontractor appoints a responsible person for works and he is:
Name and surname: Vlado Radanović

11. 分包商指定一名工程负责人：
姓名：Vlado Radanović

Phone number: 064 8252 465
Email: vlado.radanovic@put-invest.com

Obligations of the Contractor
Article 8.

The contractor undertakes to:

1. Notify subcontractor in a timely manner to enter the construction site, confirm the work completed by subcontractor and fulfill payment obligations;

2. Performs other obligations specified in the Offer.

3. Provide subcontractor with the qualified working surface which meet the condition of asphalt paving, in accordance with the report (this kind of reports shall be prepared by Subcontractor in english) that the contracting parties will sign before the start of the works, which will determine the type and scope of the required works, as well as the final level that needs to be carried out based on the condition found on the ground.

4. The contractor appoints a person who will supervise the works and verify the construction documentation and calculations and it is:
Name and surname: Wang Wenlong
Phone number: +38162588869
Email: wwl6666688888@gmail.com

Warranty
Article 9.

The subcontractor does not provide a guarantee period for the performed works, because based on the observed condition on the ground, it was concluded that the previous works were nor performed in accordance with the project, as vertical deviations appear that require leveling layer with concrete AB11s (PmB 45/80-65).

The contracting parties will carry out a handover of the works, after the completion of the works, within 14 days from the date of entry in the construction log that the works have been completed, otherwise, upon the expiration of the deadline, it will be considered that the handover was made without objections.

Termination of contract
Article 10.

The unit prices from the Appendix 1 are valid until April 14, 2024. If the works are not completed by then, the contracting parties will revise the prices by agreement within 10 days from the expiration date, and if the agreement is not reached,

电话号码：064 8252 465
邮件：vlado.radanovic@put-invest.com

承包商的义务
第 8 条

承包商承诺：

1、及时通知分包商进场施工、确认分包商已完成的工作并履行支付义务；

2、履行要约中规定的其他义务。

3、向分包商提供沥青摊铺前合格且满足沥青摊铺的工作面，根据合同双方在开工前签署的报告（此类报告由分包商用英语编制），该报告将根据现场情况确定所需工程的类型和范围，以及最终需要进行的标高。

4、承包商指定一名人员来监督工程并验证施工文件和计算，该人员是：
姓名：王文龙
电话号码：+38162588869
电子邮件：wwl6666688888@gmail.com

保修
第 9 条

分包商不为已完成的工程提供保证期，因为根据现场观察的情况，得出的结论是，以前的工程也没有按照项目进行，因为出现了垂直偏差，需要用混凝土 AB11 找平层 （PmB 45/80-65）。

工程竣工后，合同双方将在工程竣工登记之日起 14 天内进行工程移交，否则，期满后，视为无异议移交。

合同终止
第 10 条

附件 1 中的单价有效期至 2024 年 04 月 14 日。如果届时工程仍未完成，缔约方将在有效期后 10 天内协商修改价格，

the subcontractor has the right to carry out the handover of the existing works and terminate the contract without a notice period and the contractor to find another subcontractor. Until an agreement is reached, the Subcontractor has the right to suspend the execution of works.

如果达不成协议，分包商有权进行现有工程的移交并终止合同，无需提前通知，承包商有权寻找其他分包商。 在达成协议之前，分包商有权暂停工程的实施。

This Agreement may be terminated by agreement between the contracting parties, subject to a notice period of 30 days starting from the date of receipt of written notice, after which both contracting parties will terminate their mutual obligations.

本协议可经合同方同意终止，但通知期限为自收到书面通知之日起 30 天，此后，合同方将终止相互的义务。

Article 11.

第 11 条

The Contractor has the right to unilaterally terminate this Agreement without compensation to the Subcontractor in the following cases:

有下列情况的，承包人有权单方面终止本协议，且无需向分包人赔偿：

1. if the Subcontractor or his employees, proxies, etc. made serious omissions in the fulfillment of contractual obligations, which, in the opinion of the Contractor, calls into question the reliability of the Subcontractor and the adequate execution of the Works;

1. 如果分包商或其雇员、代理人等在履行合同义务时存在严重遗漏，承包商认为这对分包商的可靠性和工程的充分实施产生了疑问；

2. if it is determined that the Subcontractor, its employees, representatives or proxies, during the fulfillment of contractual obligations, presented the Contractor with inaccurate data related to the results of quality control, that is, data on production and work capabilities and on their own reliability;

2. 如果确定分包商、其雇员、代表或代理人在履行合同义务期间向承包商提供了与质量控制结果相关的不准确数据，即有关生产和工作能力及其自身可靠性的数据；

3. if the Subcontractor hinders the work of other subcontractors on the same construction site or prevents him from fulfilling his obligations to the Contractor;

3. 分包人妨碍同一施工现场其他分包人的工作或者妨碍其履行对承包商的义务的；

4. if the Subcontractor becomes insolvent;

4. 如果分包商无力偿债；

5. if the Subcontractor is unable to perform the Works under this Agreement;

5. 如果分包商无法履行本协议项下的工程；

6. if the Subcontractor assigns this contract, without the knowledge and express consent of the Contractor.

6. 如果分包商在承包商不知情且未明确同意的情况下转让本合同。

In the event of termination of this Agreement for the reasons mentioned above, the Subcontractor is obliged to undertake all necessary actions, or actions ordered by the Contractor, for the protection and safekeeping of complete equipment, materials, parts, work supplies, etc. (at any stage of completion) and to suspend all activities in accordance with the order of the Contractor.

如果由于上述原因终止本协议，分包商有义务采取一切必要的行动或承包商命令的行动，以保护和保管完整的设备、材料、零件、工作用品等（ 在完成的任何阶段）并根据承包商的命令暂停所有活动。

The Contractor's decision to unilaterally terminate this contract does not deprive him of any other rights under this contract, or any other rights.

承包商单方面终止本合同的决定并不剥夺其在本合同项下的任何其他权利或任何其他权利。

Article 12.

The subcontractor has the right to unilaterally terminate this Agreement in the following cases:

1. if the Contractor declares bankruptcy or bankruptcy proceedings are initiated against him;

2. if the Contractor does not fulfill the payment obligations under this contract due to withholding of payment for more than 30 days from the moment when it is necessary to make the payment for the execution of the works and others.

3. if after 14.04.2024. in accordance with this contract does not reach an agreement on the correction of unit prices.

If the termination conditions are met, the subcontractor may suspend further performance of the works

The Subcontractor's decision to unilaterally terminate this contract does not deprive him of any other rights under this contract, or any other rights.

Article 13.

The contractual party, from which the initiative to terminate the Agreement originates, sends a written notice to the other contractual party at least 30 (thirty) days before the assumed date of termination of the Agreement. Said notice must contain a statement of the reasons and grounds for termination.
The final date of termination of this Agreement cannot occur before the expiration of a period of 30 days, starting from the date of delivery/receipt of the written notice of termination.

Final regulations

Article 14.

The contracting parties will endeavor to resolve all potential disputes peacefully and, if they cannot be resolved amicably, agree to the jurisdiction of the Belgrade Commercial Court.

Article 15.

This Agreement shall enter into force from the date of signing and payment of the advance payment and shall remain in force until both Contracting Parties have fully fulfilled all their obligations.

All intended communication, correspondence and delivery are considered valid through the next addresses provided:

Contractor
Bikovo Salaši 33 (Azotara factory), 24000 Subotica.
sdhsvrsu@gmail.com and sdhsvrsu.contract@gmail.com
Subcontractor

第 12 条

有下列情况的，分包商有权单方终止本协议：

1. 如果承包商宣布破产或对其提起破产程序；

2. 如果承包商自需要支付工程费用之日起超过 30 天而未履行本合同项下的付款义务和别的。

3. **如果在 2024 年 04 月 14 日之后。按照本合同未达成一致的单价补充协议。**

如果满足终止条件，分包商可以暂停进一步实施工程

分包商单方面终止本合同的决定并不剥夺其在本合同项下的任何其他权利，或任何其他权利

第 13 条

主动终止本协议的合同方应在假定的本协议终止日期之前至少 30（三十）天向另一合同方发送书面通知。 该通知必须包含终止原因和理由的声明。

本协议的最终终止日期不得在自书面终止通知送达/收到之日起的 30 天期限届满之前发生。

最终规定

第 14 条

合同双方将尽力和平解决所有潜在争议，如果不能友好解决，则同意贝尔格莱德商事法院的管辖权。

第 15 条

本协议自签署之日起生效，并持续有效，直至缔约双方完全履行其所有义务。

通过以下提供的地址，所有预期的通信、通信和交付均被视为有效：

承包商：Bikovo Salaši 33 (Azotara factory), 24000 Subotica. sdhsvrsu@gmail.com and sdhsvrsu.contract@gmail.com

分包商：Georgija Kneževića 3, 21000, Novi Sad.

Georgija Kneževića 3, 21000, Novi Sad.
dragana.pajcin@put-invest.com and
vlado.radanovic@put-invest

Article 16.
All amendments and attachments to this Agreement have legal effect only if they are in writing and signed by both contracting parties.

Article 17.
This Agreement is drawn up in the Serbian and English, if there is any ambiguity between the languages, the English language shall prevail, and this contract is in 4 (four) identical copies.

dragana.pajcin@put-invest.com and
vlado.radanovic@put-invest

第 16 条
本协议的所有修订和附件只有以书面形式并经双方签署后才具有法律效力。

第 17 条
本协议以中文和英语起草，如果两种语言之间存在任何歧义，则以英语为准，本合同一式四（四）份。

Subcontractor：DOO PUT-INVEST NOVI SAD

Representative: Dragana Pajčin and Gordana Bulatović

Contractor: SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Representative: Wang Yong

DOKUMENT ODOBRIO

Ime i prezime	Potpis

附件 1-已标价工程量清单

Appendix 1-Priced Bill of Quantity

Бр. поз. No.	Item in Tech.Specification	Description	描述	Unit	Qty	Unit Price-€	Price-€
					A	B	A´B
2/1.1.28.7.4	08.02.	Spread surfacing of asphalt concrete, 7 cm thick.	摊铺沥青混凝土面层，厚度 7 厘米。				
		ASPHALT CONCRETE WEARING COURSE-SMA 0/11 with PmB 45/80-65 4,0 cm	沥青混凝土耐磨层 - SMA 0/11 PmB 45/80-65 4,0 cm	m^2	1,409.40	15. 20	21, 422. 88
		ASPHALT CONCRETE BINDER COURSE-AB11S with PmB 45/80-65 3,0 cm	沥青混凝土粘层-AB 11S PmB 45/80-65 3,0 cm	m^2	1,409.40	12. 85	18, 110. 79
2/1.1.28.7.6	08.17.	Prepare and close joints in concrete surface at the joints between asphalt and curb lines and at expansion joints with durably elastic mass. Payment per m' of finished joint.	在沥青和路缘线之间的接缝处以及具有持久弹性质量的伸缩缝处准备并闭合混凝土表面的接缝。每米完成接缝计量。	m'	512.80	5. 50	2, 820. 40
2	-	Construction of leveling Layer with Concrete AB 11 s (PmB 45/80-65). This position includes procurement, transportation, spread out and compaction. Calculation per T	使用混凝土 AB 11s (PmB 45/80-65) 施工找平层。包括采 购、运输、摊铺和压实。按每吨计量	t	86.00	171. 33	14, 734. 38
3	-	Test for the completed works and submission the valid test reports in accordance with the technical parameters required by the Design for execution and Technical Specification.	按照施工图和技术规范要求的技术参数对已完成的工程进行检测，并提交有效的测试报告。			Lump Sum	1,906.58
Total-€							**58,995.03**

Note:

1. The cost of related equipment, machinery, labor, materials necessary to complete the asphalt paving of the Km147+137 bridge, and the profits are all included in the price listed in the Priced Bill of Quantity;

1.为完成 Km147+137 桥梁沥青摊铺的所必须的相关设备、机械、人工、材料的费用及完成本工作的利润均已包含在已标价工程量中所列的价格中；

2. The quantity in the Priced bills of quantity are estimated, and the payment amount shall be calculated according to the actual completed quantity.
2.已标价工程量清单中数量是预估的，支付金额将按照实际完成金额进行计算。